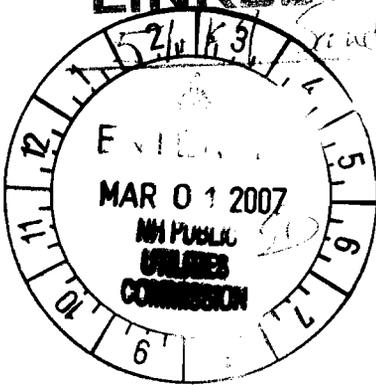


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BEFORE THE NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION

DT 07-011

**VERIZON NEW ENGLAND, INC., BELL ATLANTIC COMMUNICATIONS, INC.,
NYNEX LONG DISTANCE CO., VERIZON SELECT SERVICES, INC.,
AND FAIRPOINT COMMUNICATIONS, INC.**

Transfer of Assets to FairPoint Communications, Inc.

**OFFICE OF CONSUMER ADVOCATE'S
NOTICE OF RESERVATION OF RIGHTS CONCERNING
FAIRPOINT'S RESPONSES TO GROUP II, SET 1, DATA REQUESTS**

The Office of Consumer Advocate (OCA) hereby notifies the N.H. Public Utilities Commission (Commission), FairPoint Communications, Inc. (FairPoint), the other parties and Commission Staff that the OCA reserves its rights to compel the responses of FairPoint Communications, Inc. (FairPoint) to Group II data requests and to propound additional data requests concerning the subjects covered by the OCA's Group II, set 1. In support, the OCA states the following:

1. The procedural schedule in this docket provides for the filing today of motions to compel responses to disputed Group II data requests.¹

2. In addition to eight "General Objections," FairPoint specifically objected in whole or in part to the following data requests: OCA II 1-2, OCA II 1-5, OCA II 1-6, OCA II 1-8, OCA II 1-9, OCA II 1-12, OCA II 1-15, OCA II 1-16, OCA II 1-18, OCA II 1-19, OCA II 1-23, OCA II 1-24, OCA II 1-25, OCA II 1-27, OCA II 1-28, OCA II 1-32, OCA II 1-34, OCA II 1-38, OCA II 1-41, OCA II 1-43, OCA II 1-45, OCA II 1-51, OCA II 1-54, OCA II 1-55, OCA II 1-56, OCA II 1-58, OCA II 1-59, OCA II 1-60, OCA II 1-63, OCA II 1-65 and OCA II 1-70.²

¹ Order 24,733, March 16, 2007, pp. 6-7, and 20.

² See Attachment A. FairPoint referred to these data requests as 2-2, 2-5, 2-6, 2-8, 2-9, 2-12, 2-15, 2-16, 2-18, 2-19, 2-23, 2-24, 2-25, 2-27, 2-28, 2-32, 2-34, 2-38, 2-41, 2-43, 2-45, 2-51, 2-54, 2-55, 2-56, 2-58, 2-

3. Within its written objections, FairPoint agreed to provide some response to all but nine of these data requests (or subparts).

4. On April 25, the OCA and its consultant spoke with FairPoint by telephone, in an attempt to informally resolve the remainder of FairPoint's objections to the OCA's Group II data requests.

5. Thereafter, FairPoint indicated its intent to provide some response to the remaining nine data requests (or subparts).

6. FairPoint's responses, however, are due after the deadline for filing this motion to compel.

7. In agreeing to accept, for the time being, FairPoint's offer to provide some response to its Group II, set 1 data requests, the OCA does not waive its rights to compel further responses to these data requests or to propound additional data requests concerning the subjects covered by the OCA's Group II, set 1.

8. As such, the OCA reserves these rights and hereby notifies the Commission, FairPoint, other parties and Staff of this reservation of rights.

Respectfully submitted,



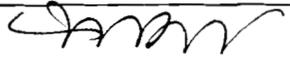
Meredith A. Hatfield
Rorie E. P. Hollenberg
Office of Consumer Advocate
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59, 2-60, 2-63, 2-65 and 2-70. The OCA, however, considers the present set of data requests as set one of Group II. If the OCA propounds a second set of Group II data requests, it would use the prefix "2-" to refer to these (e.g., OCA II 2-1, OCA II 2-2, etc.). As such, and in hopes of avoiding any confusion about possible future sets of Group II data requests, the OCA refers to the disputed set-one data requests in this motion using the prefix "OCA II 1-".

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing motion was forwarded this day to the parties by electronic mail.

April 27, 2006



Meredith A. Hatfield

- OCA Notice of Reservation of Rights -
Attachment A

Hollenberg, Rorie

From: Frederick J. Coolbroth [fcoolbroth@devinemillimet.com]
Sent: Friday, April 20, 2007 3:35 PM
To: Hatfield, Meredith
Subject: FairPoint Objections to OCA Group II Data Requests

Meredith,

Here are FairPoint's objections to the OCA's Group II data requests.

Fred

Frederick J. Coolbroth
Devine, Millimet & Branch
Professional Association
49 North Main Street
Concord, New Hampshire 03301
(603) 410-1703

*****Important Notice*****

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STATE OF NEW HAMPSHIRE
BEFORE THE
PUBLIC UTILITIES COMMISSION

DT 07-011

VERIZON NEW ENGLAND, INC., BELL ATLANTIC COMMUNICATIONS, INC.,
NYNEX LONG DISTANCE CO., VERIZON SELECT SERVICES, INC.,
AND FAIRPOINT COMMUNICATIONS, INC.

Transfer of Assets to FairPoint Communications, Inc.

**Objections of FairPoint Communications, Inc. to
Second Set of Data Requests by the Office of Consumer Advocate**

NOW COMES FairPoint Communications, Inc. ("FairPoint") and pursuant to New Hampshire Public Utilities Commission (the "Commission") Procedural Order No. 24,733, objects to the following Group II data requests as follows:

General Objections

1. FairPoint objects to these data requests (including their instructions and definitions) to the extent that they purport to impose obligations beyond the applicable law and Commission rules and decisional law.
2. FairPoint objects to any data request that seeks information or data protected by the attorney-client privilege and attorney work product doctrine. In this regard, FairPoint waives no privilege or objection by (i) inadvertent, unintentional or unauthorized disclosure of such information or documents; and (ii) any information or documents provided by the requesting party to establish a basis for any privilege asserted.
3. FairPoint objects to any request to produce data other than in the form in which FairPoint stores or maintains data in the ordinary course of business.

4. FairPoint objects to any definition or instruction which provides for definitions of terms at variance with their common meaning. In responding to these data requests, FairPoint shall apply the common meanings of such terms.

5. FairPoint objects to any data request that seeks all documents concerning a particular subject as overbroad and unduly burdensome in that FairPoint can and will only produce such documents reasonably relating to a particular subject within FairPoint's custody, possession and control.

6. FairPoint objects to any data request that characterizes any statement, document or transcript of testimony and states that such documents or transcripts speak for themselves.

7. FairPoint objects to any data request the response to which requires disclosure, response or production of confidential or proprietary information of FairPoint, and FairPoint will only produce such information to a party to these proceedings who has entered into the Protective Order in this action and the Commission Staff pursuant to RSA 378:43. FairPoint objects to any data request the response to which requires the disclosure of information or documents from a third party of a confidential or proprietary nature which FairPoint is not authorized to disclose.

8. FairPoint objects to any data request which requests information or documents with respect to matters not addressed within FairPoint's testimony.

Objections to Specific Data Requests

OCA 2-2: Please provide a detailed schematic of the existing E911 infrastructure subject to transfer to FairPoint as it will exist at date of transfer, and provide a detailed schematic of the E911 infrastructure that will be in place 18 months after the transfer.

FairPoint objects to Data Request 2-2 on the grounds that it is vague. Subject to and

without waiving these objections, FairPoint will provide information responsive to Data Request 2-2.

OCA 2-5: Please provide in Excel spreadsheet format, separately for the Chatham and East Conway localities as well as the Maine and Vermont exchanges, by month from January 1997 to June 2006, the objective versus actual result for *residential* customers for the following metrics:

- a. Held orders over thirty days;
- b. Average trouble report/100 lines;
- c. Average % out of service less than 24 hours;
- d. Average hours repair completion;
- e. Average % repair commitments met;
- f. Repair service answer time;
- g. Average installation intervals (days);
- h. Out-of-service repair intervals (hours);
- i. Percent installation commitments met;
- j. Repeat troubles as percent of initial troubles;
- k. Percent installation dissatisfaction;
- l. Percent repair dissatisfaction;
- m. Switch outages; and
- n. Average switch downtime (seconds).

FairPoint objects to Data Request 2-5 on the grounds that it is overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence and that the request would require FairPoint to create evidence that does not currently exist. Subject to and without waiving these objections, FairPoint will respond to the extent information is in its custody, possession or control and in the manner so stored or maintained by FairPoint for the period from 2003 to the present.

OCA 2-6: Please provide in Excel spreadsheet format, separately for the Chatham and

East Conway localities as well as the Maine and Vermont exchanges, by month from January 1997 to June 2006, the objective versus actual result for *business* customers for the following metrics:

- a. Held orders over thirty days;
- b. Average trouble report/100 lines;
- c. Average % out of service less than 24 hours;
- d. Average hours repair completion;
- e. Average % repair commitments met;
- f. Repair service answer time;
- g. Average installation intervals (days);
- h. Out-of-service repair intervals (hours);
- i. Percent installation commitments met;
- j. Repeat troubles as percent of initial troubles;
- k. Percent installation dissatisfaction;
- l. Percent repair dissatisfaction;
- m. Switch outages; and
- n. Average switch downtime (seconds).

FairPoint objects to Data Request 2-6 on the grounds that it is overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence and that the request would require FairPoint to create evidence that does not currently exist. Subject to and without waiving these objections, FairPoint will respond to the extent information is in its custody, possession or control and in the manner so stored or maintained by FairPoint for the period from 2003 to the present.

OCA 2-8: Provide a complete list of the service quality standards, benchmarks and/or other measures presently used for FairPoint's internal purposes.

FairPoint objects to Data Request 2-8 on the grounds that it is vague, overbroad and

unduly burdensome and seeks some of FairPoint's most confidential and proprietary information. Subject to and without waiving these objections, FairPoint will provide information responsive to Data Request 2-8.

OCA 2-9: Provide a complete list of the service quality standards, benchmarks and/or other measures presently used for FairPoint's external purposes (e.g., regulatory).

FairPoint objects to Data Request 2-9 on the grounds that it is vague. Subject to and without waiving these objections, FairPoint will provide information responsive to Data Request 2-9.

OCA 2-12: Please describe fully the consequences to FairPoint of failing to meet specified regulatory standards for service quality in:

- o. New Hampshire;
- p. Maine; and
- q. Vermont.

FairPoint objects to Data Request 2-12 on the grounds that it is vague and to the extent that it calls for a legal conclusion. Subject to and without waiving these objections, FairPoint will provide information responsive to Data Request 2-12.

OCA 2-15: Has FairPoint, in any jurisdiction, opposed any municipality's wireless broadband plans? If so, please describe fully such opposition and the outcome of such opposition.

FairPoint objects to Data Request 2-15 on the grounds that it is overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, FairPoint will provide information responsive to Data Request 2-15.

OCA 2-16: Provide any and all internal memoranda, studies, presentations, and other

documents regarding FairPoint's position regarding municipalities' deployment of wireless broadband.

FairPoint objects to Data Request 2-16 to the extent it seeks information protected from production by the attorney-client privilege and/or attorney work product doctrine. Subject to and without waiving these objections, FairPoint will produce non-privileged responsive information in its custody, possession or control.

OCA 2-18: Re page 7, lines 6-8. Mr. Leach testifies that "92% of FairPoint customers in the three states have access to broadband services while only 62% of Verizon's customers in the same region have access to a Verizon broadband product." Please provide the underlying data and workpapers for this statement. Please provide the data in excel spreadsheet format and on a wire center basis, if available.

FairPoint objects to Data Request 2-18 on the grounds that it is overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence and that the request would require FairPoint to create evidence that does not currently exist. Subject to and without waiving these objections, FairPoint will respond to the extent information is in its custody, possession or control and in the manner so stored or maintained by FairPoint.

OCA 2-19: Re page 12, lines 16-18. Mr. Leach states that the company has already begun to design and plan the expansion of broadband availability. Please provide any and all workpapers, documents, studies, etc., associated with this expansion.

FairPoint objects to Data Request 2-19 on the grounds that it is vague, overbroad and unduly burdensome. Subject to and without waiving these objections, FairPoint will provide information responsive to Data Request 2-19.

OCA 2-23: Re page 12, Table 2. Provide underlying data and work papers including but not limited to a disaggregation of the switched access lines among the following:

- a. Initial residential lines;
- b. Additional residential lines; and
- c. Business lines.

FairPoint objects to Data Request 2-23 on the grounds that it is overbroad and unduly burdensome and seeks some of FairPoint's most confidential and proprietary information.

OCA 2-24: Re page 19, lines 11-12. Please describe what will happen if FairPoint is not ready or able to assume responsibilities for the services that will be provided by Verizon under the Transition Services Agreement at the end of the 15-month period following the closing.

FairPoint objects to Data Request 2-24 on the grounds that it is vague. Subject to and without waiving these objections, FairPoint will provide information responsive to Data Request 2-24.

OCA 2-25: Re page 22, lines 5-7. Mr. Nixon testifies that the TSA "provides adequate opportunity for FairPoint to expand current systems or start-up new systems necessary to continue the prior levels of service." Is it FairPoint's position that the current quality of service provided by Verizon is acceptable? Explain fully and identify all documents, conversations, memoranda, or other information sources upon which your response relies.

FairPoint objects to Data Request 2-25 on the grounds that it is overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, FairPoint will provide information responsive to Data Request 2-25.

OCA 2-27: Nixon, p. 25, lines 14-21. Please indicate whether FairPoint would agree to be bound by specific service quality standards or benchmarks in New Hampshire, including

those currently in place for Verizon in New Hampshire, Maine and Vermont. If not, why not? If so, please indicate whether FairPoint would agree to financial consequences for any failure to meet such standards or benchmarks. If not, why not? If so, please describe the type of financial consequence and the process by which such financial consequence would be imposed.

FairPoint objects to Data Request 2-27 on the grounds that it calls for a legal conclusion. Subject to and without waiving these objections, FairPoint will provide information responsive to Data Request 2-27.

OCA 2-28: Is the service of any FairPoint entity in any jurisdiction subject to or at risk of any type of automatic fine, penalty or refund? If so, please provide specific information about the entity, the jurisdiction, the circumstances which gave rise to the ability to levy an automatic fine, penalty, or refund (e.g., agreement or order), the circumstances which would give rise to the imposition of an automatic fine, penalty, or refund, and the characteristics of the fine, penalty or refund permitted (e.g., maximum or minimum amounts, paid into a state general fund or paid to customers, etc.).

FairPoint objects to Data Request 2-28 on the grounds that it is vague. Subject to and without waiving these objections, FairPoint will provide information responsive to Data Request 2-28.

OCA 2-32: Re page 7, lines 10-23. Please provide a list of all of FairPoint's current DSL offerings across its service territory including the speed, monthly prices, special package prices, installation charges and other recurring and non-recurring charges associated with these offerings.

FairPoint objects to Data Request 2-32 on the grounds that it is vague, overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence.

OCA 2-34: If FairPoint fails to deploy DSL in a timely manner in New Hampshire, what consequences, if any, does FairPoint propose ensue for such failure?

FairPoint objects to Data Request 2-34 on the grounds that it is vague. Subject to and without waiving these objections, FairPoint will provide information responsive to Data Request 2-34.

OCA 2-38: Re page 29.

- a. Is it FairPoint's position that it is not required to provide stand-alone DSL to its customers?
- b. Does FairPoint plan to provide stand-alone DSL to its customers?
- c. Provide any and all documents, memoranda, marketing studies and/or other documents prepared by or on behalf of FairPoint regarding the deployment of DSL either as part of the proposed transaction or in the context of its existing operations.

FairPoint objects to Data Request 2-38(c) on the grounds that it is overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence.

OCA 2-41: Re page 6, lines 1-5. "Overall, Verizon operates a generally robust and efficient network in New Hampshire, which includes 13 standalone central office switches, two access tandems, 13 host switches, and approximately 96 remote switches. In all, these switches have the capacity to serve around 1,100,000 lines, and currently serve approximately 624,000 lines." Please respond to the following:

- a. How many FairPoint switched access lines were in service through all of its operating territories as of year end 2006? Please provide the answer broken out by class of service (*i.e.*, residence and business).
- b. How many class five and class four switches does FairPoint currently operate in its national footprint? Please identify each switch by location, manufacturer designation/ model (*i.e.*, 5ESS, 4ESS, DMS series, etc.), number of access lines served and the installed available capacity.
- c. Please provide a copy of FairPoint's internal engineering and operational standards for achieving maximum efficiency of its imbedded switching platforms.
- d. What is FairPoint's operational objective stated in percent utilized on a per switch

basis as it directly relates to the most limiting factor on the switch?

- e. At what point, stated as percent utilized, does FairPoint add capacity to a switch to provide relief and future growth capacity?
- f. How many years growth does FairPoint provide on its switches when adding capacity? Please respond separately for the line and trunk sides of the switch.
- g. Please provide a copy of the report and work papers that determined that Verizon's embedded switching infrastructure has the capacity to serve 1,100,000 lines.
- h. Based on your investigation, professional knowledge and the estimate that Verizon's switching infrastructure has the existing capability to serve an additional 476,000 lines (1,100,000 – 624,000), what is the dollar value of this unused capacity and when will it become used and useful?
- i. Provide FairPoint's specific plans for tier two and tier three technical support when intelligent node network elements fail.
- j. What is the status of contractual arrangements and plans for continued vendor support of the current Verizon switching infrastructure covering all class 4 and class 5 switches and the existing Signaling Transfer Points (STPs)?

FairPoint objects to Data Request 2-41 on the grounds that it is overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving these objections, FairPoint will provide information responsive to Data Request 2-41.

OCA 2-43: Re page 5, lines 1-7. Provide a complete guide to all documents and materials examined including, at a minimum, the title of the document, the date of the document, the author(s) (including position/title of author) of the document, and the length of the document.

FairPoint objects to Data Request 2-43 on the grounds that it is overbroad and seeks some of FairPoint's most confidential and proprietary information, and that the request may seek confidential or proprietary information of a third party which FairPoint is not authorized to disclose and that the request would require FairPoint to create evidence that does not currently exist.

OCA 2-45: Re page 6, lines 12-15. For each of the years 2001 through 2006, provide

comparable data (*i.e.*, total route miles of cable, amount of copper cable, amount of fiber optic cable and amount of fiber optic miles relating to fiber to the home).

FairPoint objects to Data Request 2-45 on the grounds that it is overbroad in that the request would require FairPoint to create evidence that does not currently exist.

OCA 2-51: Re page 15, lines 1-6. Provide all documents, memoranda, studies, data, conversations (identify individuals with whom Mr. Harrington spoke), etc., that informed this testimony.

FairPoint objects to Data Request 2-51 to the extent it seeks information protected from production by the attorney-client privilege and/or attorney work product doctrine. Subject to and without waiving these objections, FairPoint will produce non-privileged responsive information in its custody, possession or control.

OCA 2-54: Please describe any and all studies analyses, memoranda, consumer surveys and other documents prepared by or on behalf of FairPoint regarding Verizon's service quality.

FairPoint objects to Data Request 2-54 to the extent it seeks information protected from production by the attorney-client privilege and/or attorney work product doctrine and seeks some of FairPoint's most confidential and proprietary information. FairPoint also objects in that it is overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence.

OCA 2-55: Does FairPoint consider the quality of local service as provided by Verizon to be adequate? Please explain fully.

FairPoint objects to Data Request 2-55 on the grounds that it is vague. Subject to and without waiving these objections, FairPoint will provide information responsive to Data Request 2-55.

OCA 2-56: Does FairPoint contend that there is sufficient local competition in New Hampshire to render the regulation of service quality unnecessary? If so, please provide support for such position.

FairPoint objects to Data Request 2-56 on the grounds that it calls for a legal conclusion. Subject to and without waiving these objections, FairPoint will provide information responsive to Data Request 2-56.

OCA 2-58: Please describe FairPoint's proposed consequences for failing to meet service quality benchmarks.

FairPoint objects to Data Request 2-58 on the grounds that it is vague. Subject to and without waiving these objections, FairPoint will provide information responsive to Data Request 2-58.

OCA 2-59: Please describe fully FairPoint's proposed form of regulation concerning the quality of basic local exchange service.

FairPoint objects to Data Request 2-59 on the grounds that it is vague. Subject to and without waiving these objections, FairPoint will provide information responsive to Data Request 2-59.

OCA 2-60: Re page 10, lines 8-12. Mr. Harrington testifies: "The latest data I have reviewed shows that Verizon has 63% of its lines in New Hampshire qualified to provide DSL. This metric tells us how many of Verizon 's New Hampshire customers can have DSL service ready within a short time after requesting the service. In contrast, 92% of FairPoint's lines in Maine, New Hampshire and Vermont are qualified to provide DSL." Please respond to the following:

- a. Please provide a copy of the data used to determine that 63% of Verizon's lines are DSL qualified.

- b. What are FairPoint's specific criteria for determining that a line is DSL qualified?
- c. On the FairPoint network, what is the maximum allowable loop length for a DSL service?
- d. To increase Verizon's embedded 63% DSL qualified loops to 73%, what specific actions need to be taken and what is the resulting capital and maintenance dollars required to accomplish this objective?
- e. Based on your investigation, how many loops in Verizon's New Hampshire outside plant can economically support DSL service? Please state the answer as a percent of total loops.
- f. How much additional capital and maintenance dollars are estimated to be required to increase the availability of DSL qualified loops from 73% to the maximum identified in the previous response?
- g. What additional human resources will be required by FairPoint to engineer and enable the build out of Verizon's New Hampshire outside plant to achieve the maximum economically efficient increase in DSL qualified loops?
- h. What are FairPoint's committed DSL transmission speed objectives? Do the minimum/maximum transmission speeds differ from urban, suburban or rural areas or by loop length?
- i. Provide in detail FairPoint's method for vendor selection of DSL equipment including the RFP process and the equipment evaluation criteria.

FairPoint objects to Data Request 2-60 on the grounds that it is vague. Subject to and without waiving these objections, FairPoint will provide information responsive to Data Request 2-60.

OCA 2-63: Re page 3, lines 16-19. Please provide any and all studies, reports, documents, memoranda, and presentations provided to, prepared by, or prepared on behalf of FairPoint that address which customers and regions do not have broadband-enabled services available today.

FairPoint objects to Data Request 2-63 on the grounds that it is overbroad and seeks some of FairPoint's most confidential and proprietary information, and that the request may seek confidential or proprietary information of a third party which FairPoint is not authorized to disclose and that it is overbroad, unduly burdensome and not reasonably calculated to lead to the

discovery of admissible evidence.

OCA 2-65: Re page 4, lines 1-4, and page 13, lines 12-14.

- a. Please explain fully how FairPoint presently reaches and proposes to reach technology decisions.
- b. Please explain fully the business case criteria used in reaching technology deployment decisions (*i.e.*, does FairPoint deploy technology only where the present value of the anticipated revenues and savings in operating expenses exceeds the present value of the cost of the deployment?).
- c. What cost of money, if any, does FairPoint presently use or propose to use in conducting cost-benefit analyses of technology deployment decisions.
- d. Over what time period does FairPoint quantify the anticipated cost and revenue opportunities associated with technical deployment decisions?
- e. Provide five illustrative capital budgeting decision plans undertaken by FairPoint that show the way in which FairPoint has in the past weighed the factors identified (*i.e.*, service demand, customer density, quantities, cost, and revenue opportunities) and include projects that FairPoint undertook, based on its analysis, as well as projects that FairPoint did not undertake based on its analysis. Include all assumptions (*e.g.*, regarding consumer demand, cost of money, time period of capital budgeting analysis, etc.).

FairPoint objects to Data Request 2-65(a)-(d) on the grounds that it is vague. Subject to and without waiving these objections, FairPoint will provide information responsive to Data Request 2-65(a)-(d). FairPoint further objects to Data Request 2-65(e) on the grounds that it is overbroad in that the request would require FairPoint to create evidence that does not currently exist.

OCA 2-70: Please refer to FairPoint's website and the page containing Frequently Asked Questions about the proposed merger found at http://fairpoint.com/merger_qa.html#.

Specifically, refer to the following Question and Answer:

“As a customer, how can I be sure that services will improve?”

In addition to our agreement with Verizon to maintain the jobs of the 3000 employees that are currently providing excellent service to customers in the

region, FairPoint expects to add approximately 600 new positions for very specific, customer-focused purposes. In addition, FairPoint is committed to:

- increasing broadband availability;
- improving customer response times;
- enhancing high-speed data services; and
- maintaining and improving the state-of-the art network infrastructure in all three states.

Furthermore, every one of FairPoint's employees knows that the quality of our customer relationships define the success of our company. FairPoint's management philosophy is that our customers are best served by happy employees. So, we make sure that our people feel valued through excellent compensation and benefits packages, and opportunities for professional advancement. This instills pride in FairPoint, which translates into a willingness on the part of our employees to provide the very best service to our customers."

- a. Does customer response time refer to "repair service answer time"?
- b. Please define "customer response time" as used in the Q&A above.
- c. Is it FairPoint's position that Verizon's customer response time in New Hampshire is currently unacceptable? Please explain and provide any documents relied upon in your response.
- d. What is the current "customer response time" upon which the above statement is based?
- e. Please quantify the "improvement in customer response time" FairPoint intends to make.
- f. To the extent not already provided in response to other requests, please provide any studies, analyses, memos, and other documents upon which the above statement regarding customer response time is based.
- g. Please list and describe the actions that FairPoint plans to take to "improve customer response times."
- h. To the extent not already provided in response to other OCA requests, please provide all documents discussing plans for improving service quality for legacy Verizon customers in New Hampshire if the transaction is approved.
- i. To the extent not already provided in response to other OCA requests, please provide any studies, analyses, memos, and other documents upon which the statement that FairPoint is committed to improving the network infrastructure is based.
- j. To the extent not already provided in response to other OCA requests, please provide all documents discussing plans for improving network infrastructure for legacy Verizon customers in New Hampshire if the transaction is approved.
- k. Does any portion of the "excellent compensation and benefits packages, and

opportunities for professional advancement" relate explicitly to progress in achieving specific service quality levels (e.g., bonuses, advancement, etc., that depends upon meeting or exceeding objective service quality levels)? If so, please describe thoroughly.

FairPoint objects to Data Request 2-70(h)-(j) on the grounds that it is overbroad and seeks some of FairPoint's most confidential and proprietary information, and that the request may seek confidential or proprietary information of a third party which FairPoint is not authorized to disclose. FairPoint further objects to the extent that it is not reasonably calculated to lead to the discovery of admissible evidence.

Respectfully submitted,

FAIRPOINT COMMUNICATIONS, INC.

By its Attorneys,

DEVINE, MILLIMET & BRANCH,
PROFESSIONAL ASSOCIATION

Dated: April 20, 2007

By: Frederick J. Coolbroth

Frederick J. Coolbroth, Esq.
49 N. Main Street
Concord, NH 03301
(603) 226-1000
fcoolbroth@devinemillimet.com

